

Return to Bill
MAIL TO
~~Rockingham County~~
~~Conservation District~~
~~40 North Road~~
Brentwood, NH 03833

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THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE
NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, 1

CONSERVATION EASEMENT DEED

ELAINE SANDERSON, a/k/a ELAINE R. SANDERSON, an unmarried individual, of 45 Bunker Hill Avenue, Town of Stratham, County of Rockingham, State of New Hampshire, (hereinafter referred to as the "Grantor", which word shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns), for consideration paid, with WARRANTY COVENANTS, grants in perpetuity to **ROCKINGHAM COUNTY CONSERVATION DISTRICT**, a subdivision of the State of New Hampshire (RSA 432:12), a "qualified organization" within the meaning of Section 170 (b)(1) of Internal Revenue Service Code of 1986, as amended, and a governmental body eligible to hold a "conservation easement" within the meaning of NH RSA 477:45-47 with principal offices at and a mailing address of 110 North Road, Brentwood, New Hampshire 03833 (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns) and an Executory Interest to the **TOWN OF STRATHAM**, a municipal corporation, situated in the County of Rockingham, State of New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4, with a mailing address of 10 Bunker Hill Avenue, Stratham, New Hampshire 03885, (hereinafter referred to as the "Executory Interest Holder"), the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 28.53 acres, more or less, situated off Bunker Hill Avenue in the Town of Stratham, County of Rockingham, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

This Conservation Easement is being purchased with funds provided, in part, by the Farm and Ranch Lands Protection Program (FRPP), 16 U.S.C. 3838h and 3838i specifically, the FRPP is providing \$155,000 toward the purchase of this Easement. Under FRPP, the Secretary of Agriculture, acting through the United States Department of Agriculture (hereinafter referred to as the "United States") Natural Resources Conservation Service (USDA or NRCS) is authorized to purchase conservation easements for the purpose of protecting topsoil by limiting non-agricultural uses of the land.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

1. **PURPOSES**

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. As a first priority, to protect the 28.53 acres of productive prime, statewide and local important and unique soils, farmland, forestland, wetland and wildlife habitat from future development of the Property; and

B. To conserve soil productivity for the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and

C. To protect wetlands, surface waters, and groundwater from the impacts of development; and

D. To preserve, protect and conserve open spaces, and the wildlife habitat thereon. To protect biological diversity, native flora and fauna, and the environments, habitats, and ecological processes that support them; and

E. Overall, to assure the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use or fragmentation of the Property that will significantly impair or interfere with its unique and significant qualities as it is currently being used for farming, forest and fields.

The above purposes are consistent with clearly delineated open space conservation goals and/or objectives, i.e., the following statements in Chapter 7 (Resource Conservation and Preservation) of the August, 1998 Master Plan of the Town of Stratham ("the Master Plan"): "Although Stratham's natural features still exist in abundance, past development has inevitably resulted in the loss of some resources, especially open spaces and active agricultural land. Careful attention must be given to future development so that further development so that further losses to both the natural and cultural environment are minimized and that the essential qualities that make Stratham the community it is remain intact;" and the clearly delineated open space conservation goals and/or objectives as stated in Chapter 8 (Existing and Future Land Use) of the Master Plan, which states that "[t]he protection of open space in Stratham is necessary and desirable for a variety of reasons...."; and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. **USE LIMITATIONS** (Subject to the reserved rights specified in Section 3 below)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

- (i) For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floricultural and horticultural activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting and/or sale of Christmas trees or forest trees of any size capable of producing timber or other forest product; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.
- (ii) Agriculture and forestry on the Property shall be performed in accordance with a conservation and forest management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the UNH Cooperative Extension, U.S.D.A. Natural Resources Conservation Service. Such management activities shall not be detrimental to the purposes of this Easement, as described in Section 1 above. The Grantor will be required to develop a conservation plan for the Property defining as best as is reasonably possible the agricultural and forestry activities. The conservation plan for agricultural activities will be updated at least every five years, and the management plan for forestry activities shall be updated every fifteen years, and will be developed in consultation with the Grantee, the State of New Hampshire Department of Agriculture, a NH Licensed professional forester and the U. S. Natural Resources Conservation Service.

B. The Property shall not be subdivided and none of the individual tracts which together comprise the Property shall be conveyed separately from one another.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, telecommunications and/or wireless communication facility, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, trail, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, or habitat management uses of the Property and provided that they are not detrimental to the purposes of this Easement. Such structures are subject to the impervious surface limit set forth in paragraph 2. H. below.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- (i) are commonly necessary in the accomplishment of the agricultural, conservation, habitat management, or forest management uses of the Property; and
- (ii) do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- (iii) are not detrimental to the protected soils or scenic and wildlife habitat protection purposes of this Easement.
- (iv) Prior to commencement of any such activities, all necessary permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, or conservation, uses of the Property, and provided such signs are not detrimental to the purposes of this Easement. Signage for promoting educational activities for agricultural, forestry or conservation purposes will be allowed to the extent they do not degrade the soils. Individual signs shall not exceed twenty square feet.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, storage, injection, burning, or burial of man-made materials or materials then known to be toxic or hazardous; provided, however, the storage and spreading of compost, manure and other fertilizer under sound agricultural practices, the storage of feed, and the temporary storage of trash in sound receptacles for periodic off-site disposal, are permitted.

H. The maximum allowable impervious surface coverage on the easement parcel shall not exceed one acre (43,560 square feet). The total impervious surface coverage shall include all existing and future structures, driveways, roads, parking facilities and other paved or impervious surfaces, as well as any temporary structures even if the soil surface is not disturbed, including, but not limited to, plastic greenhouses and farm structures with or without a floor. Any such structure, facility or impervious cover shall be subject to this impervious surface limitation unless said structure, facility or impervious surface cover is specifically identified in the NRCS conservation plan and is an approved conservation practice, and/or is necessary to be in compliance with the conservation plan as determined solely by the NRCS.

I. The Grantor shall honor the Right-of-Way on the utility easement owned, operated and maintained by Public Service Company of New Hampshire, as described in the title

insurance policy, for the purposes of quality review checks and maintenance operations. Any granting of further use restrictions that might diminish or impair the agricultural viability or productivity of the property, or otherwise diminish or impair the conservation values of the property are prohibited. Any such activity proposed by the utility company requires prior notification to the Grantee and the United States Department of Agriculture, Natural Resources Conservation Service.

3. RESERVED RIGHTS

A. This provision is an exception to the use limitations set forth in Section 2. above. Grantor reserves the following rights:

- (i) Grantor reserves the right to place a well within the easement area, with notification to Grantee at least thirty days before the beginning of work, showing the justification for placing it within the easement area rather than on the area not subject to the easement. Grantor agrees that justification for placing said well on any portion of the Easement area shall solely be the lack of any suitable area on the Grantor's property not subject to this easement in which said well is now located. The Grantor also reserves the right the repair, maintain or replace any utility lines that may be associated with said well with notification to the Grantee before the beginning of work. In the case of urgent repair, telephonic or electronic notice shall be given, followed by written notice. In the case of routine maintenance and repair, thirty (30) days notice shall be given. Grantee shall not unreasonably withhold approval.
- (ii) The right to selectively cut trees, clear property boundaries and rebuild stone walls.
- (iii) Grantor reserves the right to post against hunting, fishing and/ or public access or not to post as Grantor may desire from time to time.
- (iv) Grantor reserves the right to permit or to forbid the use of motorized recreational vehicles of all kinds as Grantor may desire from time to time so long as such activities do not degrade the top soil or are detrimental to the purposes of this easement.

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE AND ACCESS

A. Grantor agrees to notify Grantee and the Executory Interest Holder in writing at least 21 days before the transfer of title to the Property or any division of ownership thereof permitted hereby to any successor in interest, along with the name(s) and address(es) of such successor(s) in interest.

B. In any deed conveying an interest in the Property, Grantor shall make reference to this Conservation Easement Deed and shall indicate that the provisions of this Conservation Easement Deed are binding upon all successors in interest in the Property in perpetuity;

provided, however, the provisions of this Conservation Easement Deed shall be binding on all successors in interest to the Property notwithstanding the failure of any deed to the Property to reference this Conservation Easement Deed.

C. The Grantee, the United States and the Executory Interest Holder shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

D. The Grantee and/or the Executory Interest Holder shall have reasonable access, upon seventy-two (72) hours prior notice to the Grantor, to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

5. BENEFITS AND BURDENS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable with advance permission of the United States only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding section, the Grantee shall, as appropriate to the purposes of this Conservation Easement Deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's or the United States expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to

bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee, and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

7. EXECUTORY INTEREST

A. If Grantee ceases to enforce the Easement conveyed hereby or refuses to enforce it within thirty (30) days after receipt of written notice, delivered in hand or certified mail, return receipt requested, from the Town of Stratham, identifying (a) specific breach of conduct; (b) the specific failure on the part of Grantee to enforce; and (c) requesting such enforcement, then said Town of Stratham shall have the right to enforce this Easement by undertaking such actions, including restoration, which is reasonable calculated to cure said breach, or to terminate said conduct, and to repair any damage. In such circumstance, the Town of Stratham shall then also have the right to request that a Court of competent jurisdiction terminate the interest of the Grantee in the Property by filing an action to quiet title in the appropriate Court. If said Court determines that the Grantee has failed to substantially enforce this Easement, then the rights and obligations under this Easement shall immediately vest in the Town of Stratham.

B. The interests held by the Town of Stratham are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5. A. above. Any such assignee or transferee shall have like power of assignment or transfer.

C. In the event that the Grantee fails to enforce any of the terms of this Easement, as determined at the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the Easement through any and all authorities available under Federal or State law. In the event that the Executory Interest Holder and the Grantee attempt to terminate, transfer, or otherwise divest themselves of any rights, title, or interests of this Easement or extinguish the Conservation Easement without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this Easement shall become vested in the UNITED STATES OF AMERICA.

8. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as Grantor or Grantee or the Executory Interest Holder may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given

when so delivered or so mailed.

9. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

10. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor, the Grantee and the Executory Interest Holder shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered. Due to the federal interest in this Easement, the United States must consent to any condemnation action.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided among the Grantor, the Grantee, the Executory Interest Holder and the United States in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of their respective interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

C. The Grantee and the Executive Interest Holder shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

Should Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional conservation easement. Any additional easement shall be subordinate to this easement.

12. ARBITRATION OF DISPUTES

A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.

B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of

written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

E. If the United States exercises its rights under this Easement this provision will not apply.

13. USE OF PROPERTY IN LAND USE MATTERS

Grantor agrees that for the purpose of determining compliance with any present or future regulation (other than those governing N.H. Current Use Assessment under RSA 79-A), bylaw, order, or ordinance (within this section referred to as "legal requirements") of the Executory Interest Holder, the State of New Hampshire or any other governmental unit, the Property shall not be taken into account in determining whether any land of Grantor, other than the Property, complies with any said legal requirements. The Property shall not be taken into account to satisfy in whole or in part any of said legal requirements or any area, density, setback or other dimensional standard applicable to such land.

14. MERGER

A. The Grantor and the Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

B. Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

15. REQUIREMENT OF UNITED STATES OF AMERICA

A. As required by Section 1238I of the Food Security Act of 1985, as amended, Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Property in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on November 19, 2004. However, Grantor may develop and implement a

conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to Grantor, in order to monitor compliance with the conservation plan.

B. In the event of noncompliance with the conservation plan, NRCS shall work with Grantor to explore methods of compliance and give Grantor a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If Grantor does not comply with the conservation plan, NRCS will inform the Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (i) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (ii) NRCS has worked with Grantor to correct such noncompliance, and (iii) Grantor has exhausted its appeal rights under applicable NRCS regulations.

C. If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which Grantor may be or become subject.

16. LIABILITY AND INDEMNIFICATION

The Grantor shall indemnify, defend and hold harmless the Grantee and the United States from any liability resulting from Grantor's negligent acts in violation of the terms of this Easement or applicable state, local and federal laws, including, but not limited to, the release, use or deposit of any hazardous substance on the property.

17. SUBORDINATION

Any mortgage or lien arising after the date of this Conservation Easement shall be subordinated to the terms of this Easement.

18. TITLE AND ENVIRONMENTAL WARRANTIES

Grantor warrants that Grantor has good title to the property; that the Grantor has the right to convey this Conservation easement; and that the Property is free and clear of any encumbrances except as stated in the title insurance policy. Grantor also warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

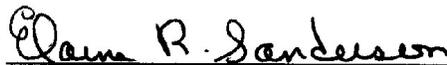
19. BASELINE DOCUMENTATION

The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Property at the time of this grant are documented in a Baseline Documentation Report, prepared by the Grantee and signed and acknowledged by Grantor and a representative of Grantee, establishing the condition of the Property at the time of this grant and including reports, maps, photographs, and other documentation. Grantee may use the baseline documentation in enforcing provisions of this Easement, but is not limited to the use of the baseline documentation to show a change of conditions. Copies of the Baseline Documentation Report shall be held by the Grantee and the NRCS.

20. AMENDMENT

This Easement may be amended only if in the sole and exclusive judgment of the Grantee, the Executory Interest Holder and the United States such amendment furthers or is not inconsistent with the purposes of this Conservation Easement. Any such amendment must be mutually agreed upon by the Grantee and Grantor, signed and duly recorded by the parties and comply with all applicable laws and regulations. Grantee must provide to NRCS timely notice in writing of the amendment.

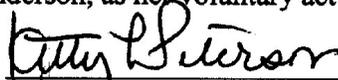
IN WITNESS WHEREOF, the undersigned have executed or caused to be executed this 19 day of November, 2004.



Elaine R. Sanderson, Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing Conservation Easement Deed was acknowledged before me this 19 day of November, 2004 by Elaine R. Sanderson, as her voluntary act and deed.



Justice of the Peace ~~Notary Public~~

My Commission Expires: _____

KITTY L. PETERSON, Justice of the Peace
My Commission Expires February 8, 2007

ACCEPTED:

ROCKINGHAM COUNTY
CONSERVATION DISTRICT

By: Cynthia W. Smith
Cynthia W. Smith, its duly
authorized Chairman.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing Conservation Easement Deed was acknowledged before me this 19 day
of Nov., 2004 by Cynthia W. Smith, the duly authorized Chairman of the
Rockingham County Conservation District Board of Supervisors on behalf of the Rockingham
County Conservation District.

KITTY L. PETERSON, Justice of the Peace
My Commission Expires February 6, 2007

Kitty L Peterson
Justice of the Peace/Notary Public
My Commission Expires: _____

ACCEPTED:

TOWN OF STRATHAM, NEW HAMPSHIRE
BOARD OF SELECTMEN

By: David Short
David Short, Selectman

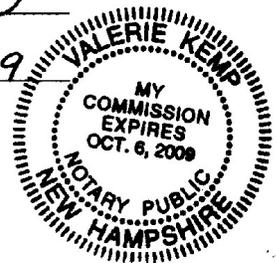
By: Kirk Scamman
Kirk Scamman, Selectman

By: Martin Wool
Martin Wool, Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The acceptance of the foregoing Conservation Easement Deed was acknowledged before
me this 16th day of November, 2004 by David Short, a duly authorized Selectman of the
Town of Stratham Board of Selectmen, on behalf of the Town of Stratham.

Valerie R. Kemp
Justice of the Peace/Notary Public
My Commission Expires: 10/6/09



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The acceptance of the foregoing Conservation Easement Deed was acknowledged before me this 15th day of November, 2004 by Kirk Scamman, a duly authorized Selectman of the Town of Stratham Board of Selectmen, on behalf of the Town of Stratham.

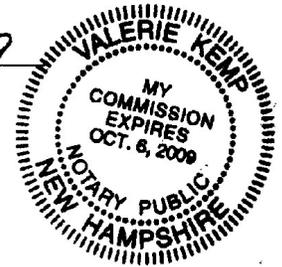
Valerie A. Kemp
Justice of the Peace/Notary Public
My Commission Expires: 10/6/09



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The acceptance of the foregoing Conservation Easement Deed was acknowledged before me this 15th day of November, 2004 by Martin Wool, a duly authorized Selectman of the Town of Stratham Board of Selectmen, on behalf of the Town of Stratham.

Valerie A. Kemp
Justice of the Peace/Notary Public
My Commission Expires: 10/6/09



**ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES
CONSERVATION SERVICE**

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed on 28.53 acres owned by Elaine R. Sanderson located at 45 Bunker Hill Avenue in the Town of Stratham, New Hampshire, and the rights conveyed therein, on behalf of the United States of America.


Theresa Chadwick
State Conservationist

State of New Hampshire
County of Strofford

On this 18 day of November, 2004, before me, the undersigned, a Notary Public in and for the State, personally appeared Theresa Chadwick, known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that (s)he is the New Hampshire State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be his/her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above



BARBARA LANDGRAF, Notary Public
My Commission Expires July 14, 2009

APPENDIX A

A certain parcel in the Town of Stratham, Rockingham County, New Hampshire, shown as **Parcel C** on a Plan entitled "Conservation Easement for Sanderson Property, Bunkerhill Avenue (site), Stratham, NH 03885" by Emanuel Engineering, Inc. dated June 30, 2004, and recorded in the Rockingham County Registry of Deeds as **Plan # D-32164**, said Parcel C being described as follows:

Beginning commencing at a drill hole in a stone post at the northeasterly corner of land now or formerly of Michael F. and Ann M. Moreau; thence

1. South 46° 32' 20" east a distance of 75.88 feet to a point; thence
2. North 25° 31' 37" east a distance of 453.65 feet to a point; thence
3. South 55° 59' 40" East a distance of 237.99 feet to a point; thence
4. North 20° 27' 27" east a distance of 142.92 feet to a point; thence
5. North 21° 22' 02" east a distance of 199.95 feet to a point; thence
6. North 20° 49' 52" east a distance of 207.89 feet to a point; thence
7. North 24° 28' 48" east a distance of 61.18 feet to a point; thence
8. North 22° 16' 18" east a distance of 492.54 feet to a point; thence
9. North 24° 06' 58" east a distance of 541.74 feet to a fence post; thence
10. North 44° 21' 21" west a distance of 548.48 feet to a rebar; thence
11. South 38° 02' 23" west a distance of 668.05 feet to a point; thence
12. South 25° 22' 58" west a distance of 194.46 feet to a point; thence
13. South 25° 38' 52" west a distance of 284.94 feet to a point; thence
14. South 25° 16' 29" west a distance of 218.47 feet to a point; thence
15. South 25° 31' 10" west a distance of 429.03 feet to a point; thence
16. South 48° 21' 59" east a distance of 317.44 feet to a point; thence
17. South 30° 00' 00" west a distance of 303.00 feet to a point; thence
18. South 44° 06' 45" east a distance of 166.93 feet to the point of beginning.

Said Parcel C shown to contain 28.53 acres, more or less. Parcels A and B on said Plan are explicitly excluded. For source of title of Elaine R. Sanderson see:

1. Deed of Stephen J. C. Wood to Robert O. Haberland and Elaine R. Haberland recorded September 12, 1979 at Book 2347, Page 1840;
2. Deed of Elaine Sanderson formerly Elaine Haberland to Rodney C. Sanderson, Jr. and Elaine Sanderson as joint tenants recorded July 6, 1982, at Book 2416, Page 720;
3. Deed of Robert O. Haberland to Rodney C. Sanderson, Jr. and Elaine Sanderson as joint tenants recorded July 6, 1982 at Book 2416, Page 721;
4. Quitclaim Deed of Rodney C. Sanderson, Jr. to Elaine R. Sanderson dated June 30, 1999, recorded at Book 3420, Page 1610.

Said Parcel C is subject to:

- A. Current Use as recorded in the name of Rodney Sanderson, Jr. and Elaine Sanderson said Registry at Book 2707, Page 499, at Book 2793, Page 277 and at Book 2845, Page 1151.
- B. Easement of Eugene W. Carboneau to Public Service Company of New Hampshire dated October 27, 1948, recorded at Book 1150, Page 165.
- C. Terms of an Agreement and Consent to Joint Use between Public Service Company of New Hampshire and Rodney C. Sanderson and Elaine R. Sanderson dated November 27, 1985, recorded at Book 2589, Page 2830.
- D. Terms of Order No. 226.09, Registration of a New Dam from the New Hampshire Water Resources Board in the name of Rodney Sanderson, Jr. recorded October 22, 1985, at Book 2569, Page 15.
- E. Terms of an easement, to the extent the same remains in force and effect, reserved in the deed of Earle R. Stockbridge, et al, to Eugene W. Carboneau dated September 5, 1917, recorded at Book 715, page 65, which reads "excepting and reserving from the last described tract a right of way for the use of J. E. Stockbridge, his heirs and assigns, as the path now runs, being the same land conveyed to . . ."
- F. Facts, matters and details on the Plan referenced above.